

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA

STEVEN BRYAN, )  
Plaintiff )  
v. )  
EQUIFAX INFORMATION SERVICES, ) CASE NUMBER 2:06CV166-SRW  
LLC, TRANS UNION INFORMATION )  
SOLUTIONS, LLC AND )  
PEOPLESSOUTH BANK, f/k/a )  
PEOPLES COMMUNITY BANK, )  
Defendants )

**DEFENDANT TRANS UNION LLC'S ANSWER  
AND DEFENSES TO PLAINTIFF'S FIRST AMENDED COMPLAINT**

COMES NOW Trans Union LLC ("Trans Union"), one of the Defendants herein, and files this its Answer and Defenses to Plaintiff's Amended Complaint ("Complaint") filed by the Plaintiff. The paragraph numbers below correspond to the paragraphs contained in the Complaint to the extent possible.

**I. PRELIMINARY STATEMENT**

1. Trans Union denies the allegations contained in Paragraph 1 of the Complaint.
2. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 2 of the Complaint.
3. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 3 of the Complaint.
4. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 4 of the Complaint.

5. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 5 of the Complaint.

6. Trans Union admits that it is a limited liability company organized under the laws of the State of Delaware with its principal place of business located in Chicago, Illinois. Trans Union admits that it is licensed to do business in the State of Alabama.

7. Trans Union admits a consumer reporting agency as defined in § 1681 of the Fair Credit Reporting Act ("FCRA").

8. Trans Union admits the allegations contained in Paragraph 8 of the Complaint.

9. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 9 of the Complaint.

10. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 10 of the Complaint.

## **II. JURISDICTION AND VENUE**

11. Trans Union admits this court has jurisdiction over this matter. Trans Union denies it is liable to Plaintiff pursuant to the provision of the "Consumer Credit Protection Act of 1968," 15 U.S.C. § 1601, et seq. or any other applicable law.

12. Trans Union admits the venue is proper in this district.

## **III. FACTUAL ALLEGATIONS**

13. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 13 of the Complaint.

14. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 14 of the Complaint.

15. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 15 of the Complaint.

16. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 16 of the Complaint.

17. Trans Union denies the allegations to the extent these allegations could be construed against Trans Union. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

18. Trans Union denies the allegations to the extent these allegations could be construed against Trans Union. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

19. Trans Union denies the allegations to the extent these allegations could be construed against Trans Union. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

20. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 20 of the Complaint.

21. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 21 of the Complaint.

22. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 22 of the Complaint.

23. Trans Union denies the allegations contained in Paragraph 23 of the Complaint.

24. Trans Union denies the allegations contained in Paragraph 24 of the Complaint.

25. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 25 of the Complaint.

26. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 26 of the Complaint.

27. Trans Union denies the allegations to the extent these allegations could be construed against Trans Union. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

28. Trans Union denies the allegations to the extent these allegations could be construed against Trans Union. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

29. Trans Union denies that Plaintiff has suffered any damages as a result of Trans Union's actions.

30. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies these allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

31. The extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

32. The extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

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50. The extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

51. The extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

52. The extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

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58. The extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

#### **IV. COUNT ONE**

##### **Failure to Comply with 15 U.S.C. § 1681s-2 of the Fair Credit Reporting Act by Defendant Peoples**

59. Trans Union admits that this count is against Defendant Peoples for alleged willful and/or negligent violations of 15 U.S.C. § 1681s-2(b) of the FCRA.

60. Trans Union incorporates its answers and responses to the preceding paragraphs of the Complaint as fully set forth herein.

61. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 59 of the Complaint.

62. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 60 of the Complaint, including subparts A-F.

63. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 61 of the Complaint.

64. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 62 of the Complaint.

65. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 63 of the Complaint.

66. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 64 of the Complaint.

67. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 65 of the Complaint.

68. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 66 of the Complaint.

69. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 67 of the Complaint.

70. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 68 of the Complaint.

71. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 69 of the Complaint.

72. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in Paragraph 70 of the Complaint.

**V. PRAYER**

Trans Union denies the allegations and requests contained in the Prayer in Count One of the Complaint, including subparts A -E.

**VI. COUNT TWO**

**Failure to Comply with 15 U.S.C. §§ 1681e(b), 1681i(a) and 1681i(a)(5) of the Fair Credit Reporting Act and State Laws by Defendants**

73. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the remaining allegations as to the other Defendants.

74. Trans Union incorporates its answers and responses to the preceding paragraphs of the Complaint as fully set forth herein.

75. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

76. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

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84. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

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86. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

87. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

### **VII. PRAYER**

Trans Union denies the allegations and request for relief contained in the Prayer of Count Two of the Complaint, including subparts A-E.

### **VIII. COUNT THREE**

#### **Failure to Comply with 15 U.S.C. § 1681i(a)(5)(B) of the Fair Credit Reporting Act and State Laws by Defendant Equifax and Trans Union**

88. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

89. Trans Union incorporates its answers and responses to the preceding paragraphs of the Complaint as fully set forth herein.

90. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

91. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

92. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

93. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

94. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

95. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

#### **IX. PRAYER**

Trans Union denies the allegations and request for relief contained in the Prayer of Count Three of the Complaint, including subparts A-E.

#### **X. COUNT FOUR**

##### **Defamation**

96. Trans Union incorporates its answers and responses to the preceding paragraphs of the Complaint as fully set forth herein.

97. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

98. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

99. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

100. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

101. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

102. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

103. To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

102. (sic) To the extent these allegations can be construed against Defendant Trans Union, Trans Union denies the allegations. Trans Union is without sufficient information or knowledge to admit or deny the allegations as to the other Defendants.

## XI. PRAYER

Trans Union denies the allegations and request for relief contained in the Prayer of Count Four of the Complaint, including subparts A -E.

## XII. DEFENSES

105. Plaintiff has failed to state a claim against Trans Union upon which relief can be granted.

106. At all relevant times, Trans Union maintained and followed reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

107. Trans Union alleges that any alleged damage to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of third parties, over whom Trans Union has no control and for whom Trans Union has no responsibility.

108. Trans Union reasonably and completely reinvestigated and reverified all information disputed by Plaintiff in compliance with the Fair Credit Reporting Act, 15 U.S.C. §1681i.

109. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

110. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

111. Plaintiff's common law and/or state law claims are barred/preempted by the qualified immunity granted by the Fair Credit Reporting Act

112. Some or all of Plaintiff's claims against Trans Union are barred by the applicable statute of limitations.

113. Trans Union did not publish false or inaccurate information regarding Plaintiff.

114. Any statement made by Trans Union regarding Plaintiff was true or substantially true.

115. Plaintiff failed to mitigate his alleged damages.

116. Plaintiff's claims for punitive damages are subject to the limitation and protection contained in Alabama Code §6-11-20; 6-11-21.

117. To the extent Trans Union could be found liable, Plaintiff was contributorily negligent.

118. At all relevant times, Trans Union has acted under the qualified immunity provided for in the Fair Credit Reporting Act.

119. At all relevant times, Trans Union has acted under a qualified privilege.

120. Plaintiff's claims for exemplary or punitive damages violate the Fourteenth Amendment, the excessive fines clause of the Eighth Amendment, the Due Process Clause of the United States Constitution.

121. Plaintiff's alleged injuries were proximately caused in whole or in part by the negligence of the Defendants Equifax Information Services, Inc., or Peoples South Bank and liability should be reduced accordingly. Issues as to the percentage of each of their responsibility is requested to be submitted to the trier of fact.

122. Plaintiff's claims are barred by waiver, laches, and estoppel.

121. Trans Union affirmatively pleads that it is entitled to attorney's fees in the event that the Court determines that the Plaintiff has filed an unsuccessful pleading, motion, or other paper in connection with this action under Section 1681n or o of the FCRA in bad faith or for purposes of harassment.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorney's fees, and for such other and further relief as the Court deems just.

Respectfully submitted,

/s/ Kary Bryant Wolfe

**KARY BRYANT WOLFE** (WOL016)  
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P.O. Box 830642  
Birmingham, Alabama 35283-0642  
(205) 244-5281  
(205) 244-5481 (Fax)

**ATTORNEYS FOR TRANS UNION LLC**

**CERTIFICATE OF SERVICE**

This is to certify that on the 1st day of May, 2006, a true and correct copy of the above and foregoing document has been electronically filed with the foregoing Clerk of the Court using the CM/ECF system which will send notification of such filing to the following counsel:

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/s/ Kary Bryant Wolfe  
**OF COUNSEL**